



CITY OF KIRKLAND

Police Department

123 Fifth Avenue, Kirkland, WA 98033 425.587.3400

www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Eric Olsen, Police Chief
Robert Balkema, Corrections Lieutenant

Date: November 12, 2010

Subject: INTERLOCAL AGREEMENT FOR JAIL SERVICES

RECOMMENDATION:

City Council adopt the attached resolutions authorizing the City Manager to sign an interlocal agreement between King County, Yakima County, the City of Marysville and the City of Kirkland for jail services.

BACKGROUND DISCUSSION:

The Kirkland Police Department is requesting that Council authorize the City Manager to enter into the attached interlocal agreements to provide housing for City of Kirkland inmates at the King County jail, Yakima County jail and the City of Marysville jail. Under the terms of the agreements, the City of Kirkland will only be obligated to pay for the specific time an inmate is housed in these facilities. If the City does not use the bed space, the City does not pay for it. The Police Department is requesting these agreements to provide the City with more options for short and long term planning.

These contracts are necessary in the short term because the City of Kirkland's jail only has a capacity of 12 and is a male only facility. Inmates with special needs (those with medical or psychological treatment needs) and females are moved to other contract jails. These special needs populations are now housed primarily at Snohomish County jail. The Kirkland jail has an average daily population (ADP) of 44 inmates and because the ADP exceeds our capacity many of these inmates are contracted to outside jails. The need for bed space alternatives in 2011 to keep jail costs down is necessary.

King County Jail

The current King County jail contract is on an "as needed" basis and ends December 31, 2016. The new fee structure for the contract starts November 1, 2010. The attached amendment to the current contract modifies the charging methodology for the 2011 rates. This amendment benefits the City by resulting in lower rates for 2011. The original agreed upon methodology in the contract agreement would have resulted in a much higher 2011 charge due to the result of lower population in total at the King County jail than what was anticipated at the time the

contract was developed. Staff is currently in further negotiations with King County to try and reduce the rates for the other years of the contract.

Table 1.1 KC Base Rates

	2011	2012	2013	2014	2015	2016
MAINTENANCE						
Per Diem*	\$130	\$136	\$143	\$150	\$158	\$165
Work Release	\$83	\$87	\$91	\$96	\$101	\$106
SURCHARGES						
Infirmary	\$214	\$228	\$243	\$258	\$275	\$293
Non-Acute Psych	\$70	\$75	\$80	\$85	\$90	\$96
Acute Psych	\$260	\$273	\$286	\$300	\$316	\$331
Guarding	\$57	\$60	\$63	\$66	\$70	\$73
BOOKING						
Booking Fee w/PR*	\$430	\$452	\$474	\$498	\$523	\$549
Booking Fee w/o PR*	\$354	\$372	\$390	\$410	\$430	\$452

*Per Diem is per inmate per day.
Surcharges are added to per diem*

Table 1.2 Proposed Final 2011 Rates
with the amendment

	2011
MAINTENANCE	
Per Diem*	\$120
Work Release	\$80
SURCHARGES	
Infirmary	\$183
Non-Acute Psych	\$69
Acute Psych	\$241
Guarding	\$56
BOOKING	
Booking Fee w/PR*	\$380
Booking Fee w/o PR*	\$314

* Personal Recognizance

Yakima County Jail

The current Yakima County jail contract expires December 31, 2010. This contract required the City of Kirkland to pay for 12.5 "Bed Days" whether we used them or not. The City has always made sure we met this obligation so we did not pay for unused "Beds." In the attached contract that starts January 1, 2011, the City is NO longer obligated to use a certain amount of "Beds." This contract is an "as needed" basis. In 2011 we do not anticipate that we will be using Yakima on a regular basis. We presently have contracts in place that are full service facilities that are local and less expensive than Yakima. The Yakima contract is a safety fallback contract in case Snohomish County jail is not available.

The attached contract is a one year contract that can be renewed for any successive period by written addendum.

Marysville Jail

The City has had a jail contract with the City of Marysville since 2006. The attached contract is an amendment to that contract extending the contract to December 31, 2013. This contract is on an "as needed" basis. We also do not anticipate using the Marysville contract much, if at all, in 2011. However like the Yakima contract it provides back-up capacity if it proves necessary.

In conclusion, these contract extensions create bed space alternatives for 2011 and beyond to help keep Kirkland jail costs down. At the same time, the City is undertaking jail planning studies as part of the acquisition and design of the new Public Safety Building. Those studies will identify options for the Council to decide the ultimate size and purpose of the new jail facility in the Public Safety Building to help reduce overall transport and outside jail housing costs. Results of that analysis will be available in 2011. In the meantime, until these studies and the new jail facility are completed, the City needs to continue to have the various jail contracts as options.

Attachments: Resolutions for each Agreement
Agreements with:
King County
Yakima
Marysville

RESOLUTION R-4851

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN AMENDMENT OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND KING COUNTY FOR JAIL SERVICES.

WHEREAS, the City of Kirkland wishes to secure the use of additional jail bed capacity; and

WHEREAS, King County is willing to accept City of Kirkland inmates for a rate of compensation mutually agreed upon by the parties; and

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Exhibit "A", which is entitled "Amendment to Interlocal Agreement for Jail Services."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2010.

Signed in authentication thereof this ____ day of _____, 2010.

MAYOR

Attest:

City Clerk

Amendment to Interlocal Agreement for Jail Services

WHEREAS, on November 1, 2002, King County and the City of Kirkland (the "City") entered into an Interlocal Agreement for the provision of jail services; and

WHEREAS, on May 1, 2010, King County and the City entered into an agreement that amended the November 1, 2002 jail services agreement; and

WHEREAS, King County and the City have determined that the May 1, 2010 agreement should be modified in order to further clarify City payment obligations as set forth herein;

NOW, THEREFORE, King County and the City agree that the May 1, 2010 Amendment to Interlocal Agreement Between King County and the City of Kirkland for Jail Services is amended as follows:

1. **Exhibit III B (REVISED FEE PERIOD)** is modified in part as follows:

Subsection 5 (INFLATORS AND RE-SETS OF FEES AND CHARGES)

a. All fees and charges, excluding Offsite Medical Care Charges and the Capital Expenditure Charge components of the maintenance charge and WER Charge, shall be annually inflated by the percentage rates described below, effective January 1 of each calendar year starting January 1, 2011, in order to determine the final rates and charges for said calendar year, subject further to re-set of the underlying "base rates" periodically as described in subsection 5.b below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of 5%, ~~(except for calculations requiring inflation of 2009 costs for purposes of determining 2010 costs, 2009 non-medical costs shall be subject to an annual inflator of 3%)~~ unless otherwise specified in Subsection 5.b below:

- i. Maintenance Charge
- ii. WER Charge
- iii. Reduced Booking Fee and Standard Booking Fee
- iv. Acute Psychiatric Housing Surcharge
- v. 1:1 Guarding.

Medical Charges: the following fees and charges are subject to an annual inflator of 6.5%, ~~(except for calculations requiring inflation of 2009 costs for purposes of determining 2010 costs, 2009 non-medical costs shall be subject to an annual inflator of 5%)~~ unless otherwise specified in Subsection 5.b below:

- i. Infirmary Care Surcharge
- ii. Psychiatric Care Surcharge.

b. **Attachment III-1** shows the allocation of 2007 **Actual Jail Costs** to derive the 2007 fees and charges. As indicated on Attachment III-1, these 2007 fees and charges were then inflated as described in subsection 5.a above in order to calculate the fees and charges applicable in 2010 as set forth above in Sections B.1, Maintenance Charge, B. 2, Booking Fees, B.3, Surcharges, and B.4, Offsite Medical Care Charges (*excluding the Capital Expenditure Charge which will be a periodically adjusted component added to the maintenance charge and WER Charge*). Fees and charges payable by the City shall be re-calculated each year based on Actual Jail Costs periodically recalculated, using the same allocation methodology as illustrated in Attachment III-1, and applying the inflators described in subsection 5.a, as follows (*excluding the Capital Expenditure Charge which will be a periodically adjusted component added to the maintenance charge and WER Charge*):

i. Fees and Charges in 2011 shall be based on **Actual Costs** for 2009, inflated ~~as follows per subsection 5.a above. Thus, the~~ The 2009 Actual Jail Costs will be used to derive the set of 2009 base charges and fees in a manner consistent with the calculations in Exhibit III-I, except that the total number of maintenance days, WER maintenance days, bookings, maintenances days for the Infirmary, maintenance days for inmates receiving Psychiatric Care Services, and maintenance days for Acute Psychiatric Housing will be calculated by averaging the actual numbers for 2007, 2008, and 2009. These charges and fees will be inflated by ~~the 2009 inflators (3% for non-medical fees and charges, and 5% for medical charges) described in subsection 5.a above to derive the 2010 charges and fees, and then these charges and fees will be inflated again by at the rates described in subsection 5.a (53% for non-medical fees and charges, and 6.55% for medical charges) to determine the 2011 fees and charges.~~

ii. Fees and Charges in 2012 shall be ~~determined by inflating the 2011 charges and fees by the inflators described in subsection 5.a above (5% for non-medical fees and charges, 6.5% for medical charges) based on~~ **Actual Costs** for 2009, inflated as follows. Thus, the 2009 Actual Jail Costs will be used to derive the set of 2009 base charges and fees in a manner consistent with the calculations in Exhibit III-I. These charges and fees will be inflated by the 2009 inflators (3% for non-medical fees and charges, 5% for medical charges), will be inflated by the 2010 inflators at the rates described in subsection 5.a (5% for non-medical fees and charges, 6.5% for medical charges), and will be inflated by the 2011 inflators at the rates described in subsection 5.a (5% for non-medical fees and charges, 6.5% for medical charges) to determine the 2012 fees and charges.

iii. Fees and Charges in 2013 shall be based on **Actual Jail Costs** for 2011, inflated per subsection 5.a above (e.g., the 2011 Actual Jail Costs will be used to derive the set of 2011 base charges and fees in a manner consistent with the calculations in Exhibit III-1; these charges and fees shall be

inflated by 5%, or 6.5% , per paragraph a above, to derive the 2012 charges and fees, and those charges and fees will be inflated again by 5% or 6.5% (per subsection 5.a) to determine the 2013 fees and charges).

iv. Fees and Charges in 2014 shall be determined by inflating the 2013 charges and fees by the inflators described in subsection 5.a above.

v. Fees and Charges in 2015 shall be based on **Actual Jail Costs** for 2013, inflated per subsection 5.a above (e.g., the 2013 Actual Jail Costs will be used to derive the set of 2013 base charges and fees in a manner consistent with the calculations in Exhibit III-1; these charges and fees shall be inflated by 5% or 6.5% per subsection 5.a above, to derive the 2014 charges and fees, and those charges and fees will be inflated by 5% or 6.5% per subsection 5.a above to determine the 2015 fees and charges).

vi. Fees and charges in 2016 shall be determined by inflating the 2015 charges and fees by the inflators described in subsection 5.a above.

Actual Jail Costs means the direct and indirect costs related to operating the Jail, including without limitation health services, as determined by the County's budget reconciliation completed after the end of each calendar/budget year.

2. Except as otherwise expressly provided above, the May 1, 2010 Amendment to Interlocal Agreement Between King County and the City of Kirkland for Jail Services remains in effect without revision.

3. This amendment shall be effective January 1, 2011.

For King County

For the City of Kirkland

Dow Constantine
King County Executive

By: Kurt Triplett
City Manager

Date

Date

Approved as to form:

Approved as to form:

King County
Deputy Prosecuting Attorney

Robin Jenkinson
City Attorney

Date

Date

RESOLUTION R-4852

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND
APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF
KIRKLAND AND YAKIMA COUNTY FOR JAIL SERVICES.

WHEREAS, the City of Kirkland wishes to secure the use of
additional jail bed capacity; and

WHEREAS, Yakima County is willing to accept City of Kirkland
inmates for a rate of compensation mutually agreed upon by the
parties; and

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter
into an interlocal cooperation agreement to perform any governmental
service, activity or undertaking which each contracting party is
authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the
City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed
to execute on behalf of the City of Kirkland an interlocal agreement
substantially similar to that attached as Exhibit "A", which is entitled
"Agreement for Inmate Housing - 2011."

Passed by majority vote of the Kirkland City Council in open
meeting this ____ day of _____, 2010.

Signed in authentication thereof this ____ day of _____,
2010.

MAYOR

Attest:

City Clerk

AGREEMENT FOR INMATE HOUSING -- 2011

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and **the City of Kirkland** (hereinafter the "City").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for inmate housing, and

WHEREAS, the City desires to transfer custody of certain of its inmates to the County to be housed in the County's corrections facilities during those inmates' confinement, and to compensate the County for housing such inmates, and

WHEREAS, the County desires to house inmates who would be otherwise in the City's custody on the terms agreed herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** The purpose and intent of this Agreement is to establish the terms under which the County will house City inmates during the calendar year 2011.

2. **Definitions.**

Business day means Monday through Friday excluding Yakima County standard holidays.

City Inmate means a person subject to City custody who is transferred to County custody under this Agreement.

Committing Court means the court that issued the order or sentence that established the City's custody of a City Inmate.

Detainer – A legal order authorizing or commanding another agency a right to take custody of a person.

YCDOC – The Yakima County Department of Corrections.

3. **General Provisions.** The County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

The County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. **Right to Refuse or Return Inmate.** To the greatest extent permitted by law, the County shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability**, or in the reasonable judgment of the County presents a substantial risk of escape, or of injury to other persons or property, or of adversely affecting significantly disrupting the operations of the County's corrections facilities. The County shall provide notice to the City at least one business day prior to transport if a City Inmate is being returned to the City. The cost of transport shall be paid by the City unless the transport can be made by the County within the terms set forth in **Section 5** of this Agreement.

5. Inmate Transport. County Transported: The County shall transport Inmates to and from the County's corrections facilities except when weather or other conditions beyond the County's control prevent transport. **Inmate transport dates will be determined by the amount of inmates the City has housed with the County.**

The County will pick up and drop off Inmates at Kirkland Jail. In the event the City wishes the County to pick up and/or drop off a City Inmate at another detention or correction facility, the City shall notify the County of the location of the Inmate for pick up and/or drop off. The County reserves the right to refuse to transport a City Inmate to or from another detention or correction facility.

The City shall provide a written inmate transport list to the County no later than 1330 hours the business day prior to transport. At the time of scheduling transport if possible, but no later than transport pickup, the City shall provide to the County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

City Transported: The City will provide the County a written transport list to the County no later than 1330 hours the business day prior to delivery. At the time of delivery, the City shall provide the County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

6. Inmate Records. The City shall provide all medical records in its possession to the County's transport officers prior to the Inmate's departure from the City's detention or designated detention facility. In the event the Inmate is transported by the City, the City shall provide all medical records in its possession to the County's booking officer. In the event additional information is requested by the County regarding a particular Inmate, the County and City will mutually cooperate to provide the additional information needed.

7. Inmate Property. The County shall accept and transport Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for inmate property actually delivered into County possession. The County shall hold and handle each Inmate's personal property in the same manner it holds and handles property of other County inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to dispose of the Inmate's property not delivered and accepted into County possession. When returning Inmates to the City, the County shall transport Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of the County to dispose of any of the Inmate's property not transported with the Inmate.

8. Booking. Inmates shall be booked pursuant the County's booking policies and procedures. Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to City.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

The County and City will attempt to develop a process at City detention facilities for pre-booking Inmates who are being transferred to the custody of the County.

9. Classification. Inmates shall be classified pursuant to the County's classification policies and procedures, and within the sole discretion and judgment of the County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

10. Housing. Inmates shall be assigned to housing pursuant to the County's policies and procedures, and within the sole discretion and judgment of the County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. Inmate Work Programs. The County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

12. Health Care. The County shall provide in-facility medical care commonly associated with county corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

Inmates shall be responsible for co-payment for health services according to County policy. The City shall not be responsible to the County for Inmate co-payments. No Inmate shall be denied necessary health care because of an inability to pay for health services.

The County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify the County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for the City's Inmates outside YCDOC facilities. Except, the County shall bear the expense of any such medical care necessitated by improper conduct of the County, or of its officers or agents.

The County shall notify the City as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on the County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. Inmate Discipline. The County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from County Facilities. Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate's emergency removal, the County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. The County shall provide scheduled visitation for attorneys, spouses, family and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys. The City shall bear all cost of Inmates' calls to their attorneys. The City shall reimburse the County or pay directly all costs associated with attorney-inmate telephone communications.

17. Inmate Accounts. The County shall establish and maintain an account for each Inmate. The County shall ensure family members and others have a reasonable process to add funds to a City Inmate's account,

Upon returning custody of a City Inmate to the City, the County shall transfer the balance of that Inmate's account that is not subject to charges, to the Inmate or to the City in the form of a check or a debit card in the name of the Inmate.

In the event the County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefee or JPAY) the City may allow the County (or County's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits for such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Detainers**.

19. Releases. The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

The County shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Escape. If a City Inmate escapes County custody, the County shall notify the City as soon as reasonably possible. The County shall use all reasonable efforts to pursue and regain custody of escaped City Inmates, and shall assume all costs connected with the recapture of the City Inmate.

21. Death. If a City Inmate dies in County custody, the County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide the County with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and shipment of the body. The City may request in writing that the County arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associate with this request. Except, the County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

22. Reporting Requirements. Ordinarily on business days, the County will deliver the following reports to the JAG, which will disseminate them to the City:

Here Now Report - a report detailing King County City inmates in YCDOC custody.

EXCEL Housing Report – a report that allows King County cities to identify where their inmates are housed.

PROTRAK Housing Report – a report detailing which King County city inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies King County city inmates who are in special housing assignments.

23. City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where City Inmates are housed at reasonable times. During such inspections, the City may interview its Inmates and review its Inmates' records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records, unless it is properly authorized to do so by the inmate or the other jurisdiction.

24. Technology. The County and City may each permit the other continuous access to its computer database regarding all City Inmates housed by the County. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of the County.

By separate mutual agreement, the County and City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments and other court and conferencing needs.

25. Bed Rate. In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County a per inmate rate from January 1, 2011 to December 31, 2011 as follows:

YCDOC Transported Inmates: \$ 99.80 per day.

City transported Inmates: \$89.60 per day.

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

The County shall not charge a booking fee in connection with housing the City's Inmates.

The City may purchase additional beds, as available, at the then- existing bed rate; however, the County shall have the right to refuse to accept custody of or house inmates in excess of the City's minimum bed commitment.

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

26. Billing and Payment. The County shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the County and date and time released from the County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

The County shall provide said statement for each month on or about the 10th day of the following month. Payment shall be due to the County within (30) days from the billing date. The County may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

27. Duration of Agreement. The duration of this Agreement shall be from January 1, 2011, at 12:00 A.M. and shall end at 11:59 P.M., on December 31, 2011 unless otherwise terminated in accordance with Section 31 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the County and City.

28. Independent Contractor. In providing services under this Agreement, the County is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

29. Hold Harmless, Defense, and Indemnification. The County shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify the County, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and the County in connection with or incidental to the performance or non-performance of the City's and or County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and County shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

The County and City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

30. Insurance. The County and City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

The County and City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

31. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between the County and City with ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to the City's Inmates ("Imperiling Conditions"); 2) the City has sent County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) the County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after the County receives the City's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, the County has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given the

County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. **Material Breach:** Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon and the City shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

32. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

33. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

34. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of County stated herein.

35. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

36. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

37. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in Thurston County

38. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

39. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2011, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and the County under which the County

houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

The County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event the County or City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

40. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Robert Balkema Jail Manager
 Kirkland Jail
 123 5th Ave
 Kirkland, Washington 98033

TO COUNTY: Ed Campbell, Director
 Yakima County Department of Corrections
 111 North Front Street
 Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

Dated on this _____ day of _____ 2010.

BOARD OF YAKIMA COUNTY COMMISSIONERS

Michael D. Leita, Chairman

Kevin J. Bouchey, Commissioner

J. Rand Elliott, Commissioner

Constituting the Board of County Commissioners for Yakima County, Washington

Attest:

Tiera Gerard
Deputy Clerk of the Board

Approved as to Form:

Stefanie Weigand
Senior Deputy Prosecuting Attorney
Corporate Counsel Division

CITY OF Kirkland

By: _____
Kurt Triplett
City Manager

Approved as to form:

By: _____
Robin Jenkinson
City Attorney

ATTACHMENT A
MEDICAL ACCEPTABILITY

The County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheel chair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case-by-case basis.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. Persons with Alzheimer's, dementia or other psychological conditions to the point where the inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
20. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
 - a) Heart disease
 - b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) Asthma
 - f) Psychosis
 - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons with suicidal ideations or gestures within the past 72 hours.
28. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
29. Persons who have attempted suicide within the last 30 days.
30. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
31. Persons displaying current psychotic episode.
32. Persons requiring CPAP machines as prescribed must be transported with the machine.

ATTACHMENT B
PROPERTY

County transport personnel will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocketknives).
 - d) Liquids.
 - e) Any items that will not fit into the property bag.

- f) Material deemed to be contraband.

Yakima County will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply the County with the following Classification related information, if it known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D
BORROWING

One contracting city may "borrow" another contracting city's inmate as follows:

1. If a City requests the transport of another contracting City's Inmate from the County the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies the County in writing (e-mail) of its approval, the County shall provide the requested transport. The County will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting City to determine whether the City Inmate shall be returned to the custody of the County, and if so, the requesting City shall make all necessary and proper arrangements with the County and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this agreement.
3. The County will not track the City Inmate once he or she has left the County's facility.
4. If the Inmate is returned to the custody of the County, the requesting City shall provide the County with sentencing/charge information. The City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow a City Inmate is not in the "Contracting Agency," the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the City of jurisdiction.
6. The County will transport the City Inmate only to a King County city that also contracts with the County for Inmate housing.
7. Inmates transported by the City, cannot be borrowed out of YCDOC.

ATTACHMENT E

***This attachment only applies to Inmates transported by the YCDOC.**

WARRANTS/OTHER COURT ORDERS/DETAINERS

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a City Inmate, the Transport Officers shall review all paperwork provided by the City for all grounds to hold the Inmate and ensure that this information is entered into the County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, the County shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, YCDOC will, upon receiving written permission (e mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, YCDOC will release the Inmate at the location determined by written (e mail) agreement of the YCDOC and the City under Section 5 of this Agreement.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to the City, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be returned to the City, unless the County and City agree in writing (email) to some other course of action.

ATTACHMENT F

INMATE RELEASE

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.

4. The County does not transport on Mondays.
5. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to City by the regularly scheduled transport, or to be released to a family member or friend, or to the streets of Yakima.
6. Inmates transported by City must be picked up at least 12 (twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served, on the next available transport to the City.

RESOLUTION R-4853

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND CITY OF MARYSVILLE FOR JAIL SERVICES.

WHEREAS, the City of Kirkland wishes to secure the use of additional jail bed capacity; and

WHEREAS, the City of Marysville is willing to accept City of Kirkland inmates for a rate of compensation mutually agreed upon by the parties; and

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Exhibit "A", which is entitled "First Amendment to and Renewal of Interlocal Agreement for Jail Services."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2010.

Signed in authentication thereof this ____ day of _____, 2010.

MAYOR

Attest:

City Clerk

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue Suite 201
Marysville, WA 98270

**FIRST AMENDMENT TO AND RENEWAL OF
INTERLOCAL AGREEMENT
FOR JAIL SERVICES – Kirkland
Section 5 Duration: Renewal 2010 – 2013 and
Amendment of Schedule “A”:
Booking Fee from \$32 to \$40,
Inmate Transfer administrative fee from \$10.00 to \$20.00,
Daily Maintenance Fee from \$52.00 to \$62.00,
(Bed space as needed based on space available) and
Transportation Fee (new in 2010) \$40.00 per trip,
with a COLA up to 2.25% increase per year
on Booking fees and Daily Maintenance Fees –
Effective January 1, 2010**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF KIRKLAND ("Kirkland").

WHEREAS, on October 6, 2006 Marysville and Kirkland entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on November 9, 2006 with Snohomish County ; and

WHEREAS, Section 5 of the Agreement provides that Kirkland shall have an option to renew the Agreement for a four year term commencing January 1, 2010 and ending December 31, 2013; and

WHEREAS, Kirkland has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement.

WHEREAS, Marysville and the Kirkland have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Kirkland mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on October 6, 2006 shall be renewed for a four year term commencing January 1, 2010 and ending December 31, 2013.
2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.
3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated October 6, 2006 shall be in full force and effect unchanged. This First Amendment to and Renewal of Interlocal Agreement for Jail Services shall be effective January 1, 2010
4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2009.

CITY OF KIRKLAND

CITY OF MARYSVILLE

By _____
Kurt Triplett, City Manager

By _____
Dennis L. Kendall, Mayor

DATE:_____

APPROVED as to form:

Robin S. Jenkinson, City Attorney

DATE:_____

Attest:_____

Kathi Anderson, City Clerk

DATE:_____

APPROVED as to form:

Grant K. Weed, City Attorney

DATE:_____

Attest: _____

City Clerk

SCHEDULE A
Effective January 1, 2010

Booking Fee \$40.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by Kirkland for such prisoner or defendant shall be adjusted by a credit in favor of the Kirkland of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00

In cases where Kirkland prisoners are relocated to another jail facility Kirkland agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Daily maintenance fee \$62.00 **

Bed space as needed based on space available

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)